

Before  
Rex H. Wiant  
Arbitrator

2002 JUN -3 PM 1:12  
IOWA EMPLOYMENT  
RELATIONS BOARD

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Dallas County Board of Supervisors )  
and )  
Teamsters Local #147 )  
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Interest Arbitration

For the Employer:

Renee Von Bokern, Chief Spokesman and Consultant  
Alice L Wicker, Board of Supervisors  
Connie Kinnard, Operations Administration

For the Union:

Mike Stanfill, Chief Spokesman and Business Representative  
Terry, L Culp, Union Committeeman

Jurisdiction:

The parties selected Rex H. Wiant from a Fact Finding list provided by the Iowa Public Employment Relations Board (PERB). At the hearing the parties notified the undersigned that the hearing would be an impasse arbitration hearing. A hearing was held at the Dallas County Courthouse in Adel, Iowa on June 28, 2002. Both sides presented argument and testimony. All evidence was subject to cross examination. The hearing was open to the public and was electronically recorded. The Arbitrator will keep the tape and exhibits as required by the Iowa Open Records Law. The record was declared closed on the same day.

Findings of Fact:

Dallas County (hereinafter the "Employer") is located in the center of the State of Iowa. Adel is its county seat. It is one county west of Polk County and the capital city of Des

Moines. Explosive growth in Des Moines and its western suburbs has spilled over into the eastern portion of Dallas County. It has turned from a primarily agricultural county into one with a mixed economy. For the past several years it has been either the fastest or second fastest growing county in Iowa. This growth has been a mixed blessing. While it brought people and an expanded tax base it has also increased wear and created new demands for services.

Teamsters Local #147 (hereinafter the "Union") has represented the Secondary Road Employees since 1980. The unit currently has approximately 28 truck drivers, equipment operators, labors and mechanics.

The parties began bargaining in the Fall of 2001 for a new contract. They reached a Tentative Agreement (TA) on February 14, 2002. The Tentative Agreement was as follows:

1. Boot Allowance: \$120 every other year or \$65 every year with carry over of unused amount. (Union to chose option).
2. Add out-of-class pay provision: If an Employee is assigned to a higher classification for at least 6 hours, then the employee would be paid for 8 hours at the higher classification.
3. Add Sick Leave pay out at retirement: Any employee retiring who is at least 62 years of age will be paid 45% of their accrued sick leave.
4. Current Contract except change prescription as follows:
  - \$10 generic
  - \$25 name brand – formulary
  - \$40 name brand – non formulary
5. Wages 3.0% ATB effective 7-1-02

When the Union took the TA to the rank in file members for a vote, they voted it down. The parties returned to the bargaining table and held a mediation session. When that failed they requested a list from PERB. The Employer argued for the Tentative Agreement and the Union presented an alternative position. The Union also presented a position on Longevity.

The Iowa Code is very specific as to the factors Arbitrators are to consider in making their decision. Section 20.22.9 lists four criteria “in addition to any other relevant factors”. The four criteria are:

- Past collective bargaining agreements
- Comparison to wages, hours and conditions of employment.
- Ability to pay
- Power to levy taxes.

The Arbitrator examined all evidence in light of the criteria. Ability to Pay and Power to Levy Taxes was not mentioned by the parties and therefore received no weight from the Arbitrator. Both sides raised Past Agreements and Comparability. Those two in addition to the TA question are the most significant in deciding the issues before the Arbitrator.

#### Tentative Agreement:

Iowa public sector bargaining begins with two required open meetings. At the first the Union makes opening demands. At the second the Employer responds and has an opportunity to make demands of their own. Traditionally these positions stake out the territory that is going to be negotiated. From that point on they each make movements through positions carefully coming closer together. Some positions are dropped, others are set aside for another time, others the parties struggle to create a compromise. The parties, sometimes with the help of a mediator, voluntarily reach agreement in over 90% of the negotiations each year. Neither side ever does flips of joy over the end result but realize that working together means some things are achieved and others are not achieved. Iowa then requires that the Union membership vote first. If the Union ratifies then the Employer must also hold a ratification vote.

In this case the parties agree that they reached a TA. Even though it was not signed, they agree that they had a meeting of the minds on the five points listed above. The Union took the TA to its members and it was turned down. The Employer never voted on it. The question is what weight should be given to that agreement? The Employer argues that the TA should be adopted. The Union argues that the TA was rejected by the membership and that the Arbitrator should follow the standards set by the code and award its position on each issue.

The Arbitrator believes that the TA should receive significant weight. That is because it represents the mutual agreement of the parties selected negotiations team. Those teams are selected and given the authority to reach agreement. They research their respective positions and negotiate to a conclusion. That conclusion represents the best position that each side believes they may achieve.

Traditionally in Iowa Public Sector Fact Finders and Arbitrator give TA's significant weight. In fact the only decision that the Arbitrator is aware of where a TA was overturned was where a mutual error was made and one party notified the other within minutes (Zachrich in Colo Schools). To do otherwise would be to under mine the authority of the bargaining teams. If the rank in file do not like the TA then they should get on the next bargaining team and participate in the process.

The parties stipulated to the issues.

#### Issue 1: Sick Leave

Employer Position: Add the following. An employee at age 62 with ten (10) years of continuous employment will receive 45% of unused sick leave. This is the TA.

Union Position: Add the following. Upon retirement an employee with 10 years of service will receive 50% of their accrued sick leave, employees with more than 10 years of service will receive an additional 2.5% for each additional year.

Discussion: The bargaining teams worked out a compromise on this issue. That compromise should be given great weight. This benefit has become typical in counties in central Iowa. It encourages employees nearing retirement to work because they will receive a financial amount for banked sick leave. None of the surrounding counties have either a graded system or one that pays all employees 100 percent. Madison pays 100 percent to employees hired before 1985 and 50 percent to those hired after that date.

Arbitrator's Award: Employer Position.

Issue 2: Insurance

Employer Position: Change from a two tier plan to a three tier prescription drug card:

Generic \$10.00.

Formulary \$25.00.

Nonformulary \$40.00.

This is the TA.

Union Position: No change to contract. Two tier drug card:

Generic \$10.00.

Brand name \$15.00.

Discussion: This issue has been one of the top goals for the country. The Employer has successfully negotiated it into its other four contracts and applied it to non-unionized employees. In this unit they negotiated into the tentative agreement.

The Employer seeks to change from a two tiered system for prescription drugs to a three tiered system. The parties presented very little comparability on this subject. By shifting to a three tiered system the Union and Employer are able to make scarce insurance dollars go further.

Arbitrator's Award: The Employer Position.

Issue 3: Wages

Employer Position: 3%. No other changes. This is the TA.

Union Position: 5%. Move Back Hoe from Operator I to Operator II. Pay Longevity on first paycheck after birthday. Pay longevity on next paycheck. Currently changes are made only on July 1 of each year.

Discussion: The question of the wage increase is far more significant than the question of the wages of one employee in the bargaining agreement or when longevity is paid.. The Arbitrator has not seen any units in Iowa receiving 5%. 3% is much closer to the trend in the comparabilty groups and statewide average. This is also the number agreed to by the parties in their TA.

Longevity was not included in the TA. The Union has a strong point here. Some employees wait to get longevity for up to eleven months. The Employer says that it does not wish to change the computer system. The problem with that argument is that they change the computer system all the time. Employees quit, are hired, are promoted and have pay rate changes every month of the year. To thing that this one type of change could be made only one time a year seems silly. The Arbitrator would award the Union this point if it was a stand alone issue but since it is part of the entire wage issue he must rule for the Employer.

Arbitrator's Award: Employer's Position.

#### Issue 4: Out of Classification Pay

Employer Position: Add. If an employee is placed in a higher classification of pay for 6 hours employee will receive the higher pay all day. This is the TA.

Union Position: Add. If an employee is placed in a higher classification of pay for 4 hours employee will receive the higher pay all day.

Discussion: This issue might provide some relief to the Back Hoe Operator. It will be the first time the parties have had this topic in their agreement. The main difference is either 6 or 4 hours. The Arbitrator believes that 6 hours is the proper number for the parties to begin with in their agreement because it was the one negotiated in the TA.

Arbitrator's Award: Employer Position.

Issue 5: Boot Allowance

Employer Position: \$120 every other year. This is the TA.

Union Position: \$120 every other year. This is the TA.

Discussion: This issue was presented to the Arbitrator because it was part of the Tentative Agreement package.

Arbitrator's Award: The Arbitrator selects \$120 every other year.

Conclusions of Law: The Arbitrator awards the Employer position on the following issues: Sick Leave, Insurance, Wages, Out of Classification Pay and Boot Allowance. The Arbitrator awards the Union Position on the following issue: Boot Allowance.

The most important argument in this case was the question of the Tentative Agreement. TA's are significant because they represent the meeting of minds of the negotiation teams. After reaching a TA one side may not simply choose to change its mind and ask for another position.

Sincerely,



Rex H. Wiant

Arbitrator

Dated on July 5, 2002 in Kansas City, Missouri.

CERTIFICATE OF SERVICE

I certify that on the 5th day of July Arbitration 2002, I served the foregoing Report of Fact Finder upon each of the parties to this matter by (\_\_\_\_\_ personally delivering) (\_\_\_\_\_ mailing) a copy to them at their respective addresses as shown below:

I further certify that on the 5th day of July, 2002, I will submit this Report for filing by (\_\_\_\_\_ personally delivering) (\_\_\_\_\_ mailing) it to the Iowa Public Employment Relations Board, 514 East Locust, Suite 202, Des Moines, IA 50309.

[Signature]

Fact-Finder

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